

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

SAM YANG (U.S.A.), INC.;
ROYPAC, INC. dba S.C. CONTINENT
CORPORATION;

CASE NO. 2:15-cv-07697 AB (KSx)
**STIPULATED PROTECTIVE
ORDER [PROPOSED]**

Plaintiffs,

VS.

SAMYANG FOODS CO., LTD.; and
Does 1 through 20, inclusive,

**[Assigned to Hon. Andre Birotte, Jr.,
Courtroom 4]**

Defendants.

SAMYANG FOODS CO., LTD.

Counter-claimant.

vs.

SAM YANG (U.S.A.), INC.;
ROYPAC, INC. dba S.C. CONTINENT
CORPORATION; MUN-KYUNG
CHUN, and Does 1 through 20,
inclusive.

Counter-Defendants.

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulated Protective Order ("Stipulation") filed on November

1 **29, 2016, the terms of the protective order to which the parties have agreed are**
2 **adopted as a protective order of this Court (which generally shall govern the**
3 **pretrial phase of this action) except to the extent, as set forth below, that those**
4 **terms have been modified by the Court's amendment of paragraph 1**
5 **subparagraph C of the Stipulation.**

6

7 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
8 **MODIFIED BY THE COURT¹**

9

10 1. A. **PURPOSES AND LIMITATIONS**

11 Discovery in this action is likely to involve production of confidential,
12 proprietary or private information for which special protection from public
13 disclosure and from use for any purpose other than prosecuting this litigation may
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
15 enter the following Stipulated Protective Order. The parties acknowledge that this
16 Order does not confer blanket protections on all disclosures or responses to
17 discovery and that the protection it affords from public disclosure and use extends
18 only to the limited information or items that are entitled to confidential treatment
19 under the applicable legal principles.

20 B. **GOOD CAUSE STATEMENT**

21 This action is likely to involve trade secrets, customer and pricing lists,
22 pricing strategies, and other valuable research, development, commercial, financial,
23 technical and/or proprietary information for which special protection disclosure to
24 the public and to the parties' competitors, and from use for any purpose other than
25 prosecution of this action, is warranted. Such confidential and proprietary materials

26 _____
27 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in bold
28 typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 and information consist of, among other things, confidential business or financial
2 information, information regarding confidential business practices, or other
3 confidential research, development, or commercial information (including
4 information implicating privacy rights of third parties), information otherwise
5 generally unavailable to the public, or which may be privileged or otherwise
6 protected from disclosure under state or federal statutes, court rules, case decisions,
7 or common law. Accordingly, to expedite the flow of information, to facilitate the
8 prompt resolution of disputes over confidentiality of discovery materials, to
9 adequately protect information the parties are entitled to keep confidential, to ensure
10 that the parties are permitted reasonable necessary uses of such material in
11 preparation for and in the conduct of trial, to address their handling at the end of the
12 litigation, and serve the ends of justice, a protective order for such information is
13 justified in this matter. It is the intent of the parties that information will not be
14 designated as confidential for tactical reasons and that nothing be so designated
15 without a good faith belief that it has been maintained in a confidential, non-public
16 manner, and there is good cause why it should not be part of the public record of this
17 case.

18 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
19 SEAL

20 The parties further acknowledge, as set forth in Section 12.3, below, that this
21 Stipulated Protective Order does not entitle them to file confidential information
22 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
23 and the standards that will be applied when a party seeks permission from the court
24 to file material under seal.

25 ~~There is a strong presumption that the public has a right of access to judicial~~
26 ~~proceedings and records in civil cases. In connection with non-dispositive motions,~~
27 ~~good cause must be shown to support a filing under seal. See Kamakana v. City and~~

1 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
 2 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar Welbon v. Sony Electrics,*
 3 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
 4 require good cause showing), and a specific showing of good cause or compelling
 5 reasons with proper evidentiary support and legal justification, must be made with
 6 respect to Protected Material that a party seeks to file under seal. The parties' mere
 7 designation of Disclosure or Discovery Material as CONFIDENTIAL does not
 8 without the submission of competent evidence by declaration, establishing that the
 9 material sought to be filed under seal qualifies as confidential, privileged, or
 10 otherwise protectable constitute good cause.

11 Further, if a party requests sealing related to a dispositive motion or trial, then
 12 compelling reasons, not only good cause, for the sealing must be shown, and the
 13 relief sought shall be narrowly tailored to serve the specific interest to be protected.
 14 See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
 15 each item or type of information, document, or thing sought to be filed or introduced
 16 under seal in connection with a dispositive motion or trial, the party seeking
 17 protection must articulate compelling reasons, supported by specific facts and legal
 18 justification, for the requested sealing order. Again, competent evidence supporting
 19 the application to file documents under seal must be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise protectable in
 21 its entirety will not be filed under seal if the confidential portions can be redacted.
 22 If documents can be redacted, then a redacted version for public viewing, omitting
 23 only the confidential, privileged, or otherwise protectable portions of the document,
 24 shall be filed. Any application that seeks to file documents under seal in their
 25 entirety should include an explanation of why redaction is not feasible.

26 2. DEFINITIONS

27 2.1 Action: this pending federal lawsuit.

28

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 Information or Items: Information or Items which are “CONFIDENTIAL” within
21 the meaning of the definition in Section 2.2 above, and the disclosure of which the
22 Producing Party believes in good faith will cause harm to its competitive position.
23 The Parties agree that the ATTORNEYS’ EYES ONLY designation may include,
24 but is not limited to, categories of information such as: (i) non-public damages-
25 related and financial information, including confidential pricing, profit, sales, or
26 other financial information; (ii) confidential business, marketing, or strategic plans,
27 including business, marketing, and technical information regarding the future

1 provision of services; and (iii) highly confidential and commercially sensitive trade
2 secrets or technical information.

3 2.9 House Counsel: attorneys who are employees of a party to this Action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 2.10 Non-Party: any natural person, partnership, corporation, association or
7 other legal entity not named as a Party to this action.

8 2.11 Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this Action and
10 have appeared in this Action on behalf of that party or are affiliated with a law firm
11 that has appeared on behalf of that party, and includes support staff.

12 2.12 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.14 Professional Vendors: persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.15 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
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1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **4. DURATION**

7 Once a case proceeds to trial, information that was designated as
8 **CONFIDENTIAL** or maintained pursuant to this protective order used or introduced
9 as an exhibit at trial becomes public and will be presumptively available to all
10 members of the public, including the press, unless compelling reasons supported by
11 specific factual findings to proceed otherwise are made to the trial judge in advance
12 of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81
13 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents
14 produced in discovery from “compelling reasons” standard when merits-related
15 documents are part of court record). Accordingly, the terms of this protective order
16 do not extend beyond the commencement of the trial.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
19 Each Party or Non-Party that designates information or items for protection under
20 this Order must take care to limit any such designation to specific material that
21 qualifies under the appropriate standards. The Designating Party must designate for
22 protection only those parts of material, documents, items or oral or written
23 communications that qualify so that other portions of the material, documents, items
24 or communications for which protection is not warranted are not swept unjustifiably
25 within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
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1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
10 under this Order must be clearly so designated before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
17 ONLY", to each page that contains protected material. If only a portion of the
18 material on a page qualifies for protection, the Producing Party also must clearly
19 identify the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the
26 inspecting Party has identified the documents it wants copied and produced, the
27 Producing Party must determine which documents, or portions thereof, qualify for
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1 protection under this Order. Then, before producing the specified documents, the
 2 Producing Party must affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
 3 – ATTORNEYS’ EYES ONLY.” legend to each page that contains Protected
 4 Material. If only a portion of the material on a page qualifies for protection, the
 5 Producing Party also must clearly identify the protected portion(s) (e.g., by making
 6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identifies
 8 the Disclosure or Discovery Material on the record, before the close of the
 9 deposition all protected testimony.

10 (c) for information produced in some form other than documentary and for
 11 any other tangible items, that the Producing Party affix in a prominent place on the
 12 exterior of the container or containers in which the information is stored the legend
 13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 14 ONLY.” If only a portion or portions of the information warrants protection, the
 15 Producing Party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 17 failure to designate qualified information or items does not, standing alone, waive
 18 the Designating Party’s right to secure protection under this Order for such material.
 19 Upon timely correction of a designation, the Receiving Party must make reasonable
 20 efforts to assure that the material is treated in accordance with the provisions of this
 21 Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 24 designation of confidentiality at any time that is consistent with the Court’s
 25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 27 resolution process under Local Rule 37-1 et seq.

1 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
2 joint stipulation pursuant to Local Rule 37-2.

3 6.4 The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
6 parties) may expose the Challenging Party to sanctions. Unless the Designating
7 Party has waived or withdrawn the confidentiality designation, all parties shall
8 continue to afford the material in question the level of protection to which it is
9 entitled under the Producing Party's designation until the Court rules on the
10 challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a
17 Receiving Party must comply with the provisions of section 13 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of “CONFIDENTIAL” Information or items. Unless
23 otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 “CONFIDENTIAL” only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
27 as employees of said Outside Counsel of Record to whom it is reasonably necessary
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1 to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the
3 Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosures is reasonably necessary for this Action and who have signed the
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have
11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
17 will not be permitted to keep any confidential information unless they sign the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material may
21 be separately bound by the court reporter and may not be disclosed to anyone except
22 as permitted under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 **7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES**
26 **ONLY" Information or Items.** Unless otherwise ordered by the court or permitted in
27 writing by the Designating Party, a Receiving Party may disclose any information or

1 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
2 to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary
5 to disclose the information for this Action;

6 (b) the Receiving Party’s House Counsel and designated Legal Department
7 personnel, which shall be limited to Deputy Manager of the Legal Department Han
8 Kyung Hee, Legal Department employee Man Keun Young, Legal Department
9 administrative personnel; and any other person to whom the parties jointly agree it is
10 reasonably necessary to disclose the information for this Action;

11 (b) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) the Court and its personnel;

15 (d) court reporters and their staff;

16 (e) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (f) during their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
22 will not be permitted to keep any confidential information unless they sign the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
24 agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material may
26 be separately bound by the court reporter and may not be disclosed to anyone except
27 as permitted under this Stipulated Protective Order;

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(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” OR “ HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery requests(s), and a reasonably
18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the
20 Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within
22 14 days of receiving the notice and accompanying information responsive to the
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving
24 Party shall not produce any information in its possession or control that is subject to
25 the confidentiality agreement with the Non-Party before a determination by the
26 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Materials.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIALS**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 592(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. **MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protect Materials. A Part that seeks to file under seal any
4 Protected Materials must comply with Local Civil Rule 79-5. Protected Materials
5 may only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After final disposition of this Action, as defined in paragraph 4, within 60
11 days of a written requested by the Designating Party, each Receiving Party must
12 return all Protected Materials to the Producing Party or destroy such material. As
13 used in this subdivision, "all Protected Material" includes all copies, abstracts,
14 compilations, summaries, and any other format reproducing or capturing any of the
15 Protected material. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if
17 not the same person or entity, to the Designating Party) by the 60 day deadline that
18 (1) identifies (by category, where appropriate) all the Protected Material that was
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any
20 copies, abstracts, compilations, summaries or any other format reproducing or
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel
22 are entitled to retain an archival copy of all pleadings, motion papers, trial,
23 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
24 and trial exhibits, expert reports, attorney work product, and consultant and expert
25 work product, even if such materials contain Protected Material. Any such archival
26 copies that contain or constitute Protected Material remain subject to this Protective
27 Order as set forth in Section 4 (DURATION).

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1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures
3 including without limitation, contempt proceedings and/or monetary sanctions.

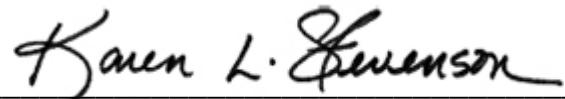
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5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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7 DATED: November 30, 2016

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10 KAREN L. STEVENSON
11 UNITED STATES MAGISTRATE JUDGE

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on [date] in the
7 case Sam Yang (U.S.A.) Inc. v. Samyang Foods Co. Ltd., No. 2:15-cv-07697 AB
8 (KSx). I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could
10 expose me to sanctions and punishment in the nature of contempt. I solemnly
11 promise that I will not disclose in any manner any information or item that is subject
12 to this Stipulated Protective Order to any person or entity except in strict compliance
13 with the provisions of this Order. I further agree to submit to the jurisdiction of the
14 United States District Court for the Central District of California for enforcing the
15 terms of this Stipulated Protective Order, even if such enforcement proceedings
16 occur after termination of this action. I hereby appoint _____ [print or
17 type full name] of _____ [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action
19 or any proceedings related to enforcement of the Stipulated Protective Order.

20

21 Date: _____

22 City and State where sworn and signed: _____

23

24 Printed name: _____

25

26 Signature: _____

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